Upholstery Division Local No. 3-U, United Steelworkers of America, AFL–CIO *and* Greyhound Exposition Services, Inc. and Bay Counties District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO and Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, AFL–CIO and Sign, Display and Allied Crafts Local Union No. 510, International Brotherhood of Painters and Allied Trades, AFL–CIO. Cases 20–CD–653, 20–CD–654, 20–CD–656, and 20–CD–657

March 29, 1991

DECISION AND DETERMINATION OF DISPUTE

BY CHAIRMAN STEPHENS AND MEMBERS CRACRAFT AND DEVANEY

This is a proceeding under Section 10(k) of the National Labor Relations Act following a charge by Greyhound Exposition Services (the Employer), alleging that Upholstery Division Local 3-U of the United Steelworkers of America (the Upholsterers), and the Bay Counties District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, and Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, AFL–CIO (the Carpenters) had violated Section 8(b)(4)(D) of the Act by engaging in certain proscribed activity with an object of forcing or requiring the Employer to assign certain work to employees they represent rather than to employees represented by the Sign, Display and Allied Crafts Local Union No. 510, International Brotherhood of Painters and Allied Trades, AFL–CIO (the Sign Painters), and that the Sign Painters had violated Section 8(b)(4)(D) by engaging in certain proscribed activity with an object of forcing or requiring the Employer to assign certain work to employees it represents rather than to employees represented by the Upholsterers and the Carpenters.

The hearing was held before Hearing Officer Benjamin Rodriguez on October 11, 12, 13, 19, 20, and 21, and November 7, 8, 9, 10, 15, 16, 17, 18, 21, 22, and 23, and December 5, 6, 7, 8, 9, 12, 13, and 14, 1988, in San Francisco, California. All parties appeared and were accorded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues. Thereafter, briefs were filed by the Upholsterers, the Sign Painters, and the Employer.[1]

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board affirms the hearing officer's rulings, finding them free of prejudicial error. On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

The parties stipulated, and we find, that the Employer, a Nevada corporation doing business in California, is engaged in assembling, installing, servicing, and dismantling of trade shows in the San Francisco Bay area. During the 12 months prior to the hearing, the Employer received gross revenues in excess of $500,000. During the same period, the Employer purchased and received goods valued in excess of $50,000 from points directly outside the State of California. We find that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act. The parties stipulated, and we find, that the Upholsterers, Carpenters, and Sign Painters are labor organizations within the meaning of Section 2(5) of the Act.

II. THE DISPUTE

A. *Background and Facts of the Dispute*

The Employer is the most recent of a chain of owners of the Company, which was founded in the 1930s as the J. L. Stuart Company. Each of the Unions involved in this action has had a contractual relationship with the Company spanning several decades. Company founders established the business to erect and dismantle exhibitions, which in the early years took place primarily in tents. Given the focus on tent shows in the 1930s, the Upholsterers, whose contract still reflects its members' special expertise in fabric work, became the first of the three Unions involved in this action to form a collective-bargaining relationship with the Employer's founder.

As the business evolved into producing exhibitions in convention centers, which involved the building and construction of booths and exhibition spaces, a con-

[1] On June 2, 1989, the Employer filed a motion to reopen the record in this case to introduce a memorandum of understanding with the Sign Painters, entered into on March 30, 1989. On June 15, 1989, the Sign Painters joined the motion, and added a motion to quash the 10(k) proceeding. By this new understanding, the Employer, in a reversal of its position at the hearing, agreed to assign the disputed work to employees represented by the Sign Painters, with the exception of a total of seven jobs reserved to employees represented by the Upholsterers and Carpenters. There followed submissions by the Upholsterers and Carpenters opposing the motions on the grounds that they were untimely and further that the agreement in question was improper because it was produced under duress from the Sign Painters.

On November 27, 1989, the Employer filed a second motion to reopen to present evidence countering the charge of duress. The Sign Painters also supported that motion, and the Upholsterers and Carpenters opposed it. Because our award in this case is not at odds with the agreement that the Sign Painters and the Employer seek to introduce, it makes no difference to the outcome of our decision whether we grant or deny the motions to reopen. We therefore find it unnecessary to pass on the motions to reopen; we thus need not reach the motion to quash. We have considered only the record evidence in making our award.

tractual relationship with the Carpenters began in the 1940s. Their contract today reflects a particular emphasis on construction of wooden structures. In the 1950s, the Sign Painters, then known as the Display Workers, signed its first contract, which still emphasizes sign painting and display work.

Today, the Employer sets up, maintains, and takes down trade shows and conventions inside convention halls, hotels, fairgrounds, and similar arenas. It provides services both to trade show and convention organizers and to individual exhibitors. A few notable changes have occurred in the Employer's business in recent years. In 1974, the Employer sold its tent and awning division and ceased producing tent shows. In addition, in 1987, the Employer purchased the furniture warehouse from which it had been renting furniture for its shows. With that acquisition came new work responsibilities for some of the employees, such as maintaining an inventory of furniture and accouterments for its customers' displays.[2] Most significant, during the 1980s the Employer experienced substantial expansion of its business, especially with the opening of the Moscone Center in San Francisco in the early 1980s. The Employer now performs approximately 70 percent of the trade show work in the San Francisco Bay area.

At present, the work in question is performed by mixed crews of various employees represented by the three Unions involved in this case. Some of the work is done in the Employer's two warehouses, maintaining and inventorying the show materials. At the close of the record, the work at the warehouses was performed by four employees represented by the Upholsterers, three represented by the Carpenters, and three or four represented by the Sign Painters. The Sign Painters-represented employees are called from the Union's hiring hall; the employees represented by the Upholsterers and the Carpenters are permanent.

These employees who work at the warehouses also assist from time to time in the onsite trade show work. Generally, the onsite work at trade shows is assigned to mixed crews, dominated in varying degrees by Sign Painters-represented employees depending on the size of the event, who divide into small teams to perform segmented tasks, such as setting up individual booths for trade show participants. Although the Employer occasionally has smaller jobs requiring fewer workers to set up, the crew for most shows consists of some of the 7 permanent employees represented by the Upholsterers and the Carpenters and from 10 to several hundred employees called from the Sign Painters' hiring hall.

Up to 25 workers may be called by name from the Sign Painters' hiring hall, according to its collective-bargaining agreement. The Employer makes constant use of this provision; the individuals, whom the Employer calls consistently and who work almost exclusively for it, are nicknamed the ''god squad.'' (The record does not explain the derivation of this nickname.)

The Employer's needs vary from show to show, depending on the size and complexity of the event. An immediate past vice president in charge of the Employer's San Francisco operations testified that the Company needs a core contingent of approximately 25 to 30 employees, supplemented as needed by ''casuals'' who sometimes number in the hundreds. As a practical matter, these work arrangements produce two tiers of workers: regular, experienced employees who at times serve as crew leaders, and less experienced workers, who are told what tasks to perform on the job and may be given unfamiliar duties with the understanding that those more experienced will watch over them. Thus, commonly, the teams of workers who install, maintain, and dismantle shows include more experienced workers, mostly from the ''god squad'' but also including some of the permanent employees represented by the Upholsterers and Carpenters based in the warehouses. These experienced hands basically oversee the small, task-specific crews, working closely with the less experienced workers from the Sign Painters' hiring hall who provide the remainder of the fluctuating work force for any given job.

All parties agree that the work in dispute does not break down along craft lines. Instead, the enterprise has aspects of building and design that require skill and expertise, as well as tasks that require only unskilled manual labor. For the most part, the ''god squad'' members and other Sign Painters-represented employees receive on-the-job training. The Sign Painters classifies the employees it represents on an advancing schedule of lists: from the ''C'' list (least experienced) to the ''B'' and then the ''A'' list, as they acquire the necessary number of hours of experience. The employees represented by the Upholsterers and Carpenters participate in their unions' apprenticeship programs, by which journeyman status is attained in several years of training in their respective crafts. That craft training, however, is not geared only to the trade show work involved here. The employees represented by the Upholsterers and Carpenters who perform this work for the Employer therefore also receive on-the-job training in the various aspects of show and warehouse work that are not related exclusively to upholstery or carpentry.

The underlying jurisdictional dispute here has simmered for at least 15, and according to the Employer, perhaps as many as 30 years. Past attempts to resolve it include negotiations between the Employer and the competing unions, an ''Article XX'' proceeding before

[2] A separate subsidiary of the Employer, not involved in this case, constructs prefabricated display booths that can be assembled on the trade show floor.

the AFL–CIO jurisdictional dispute resolution tribunal, and intervention by the city of San Francisco. None of these efforts has put the problem to rest. The instant action was precipitated by the Upholsterers' and Carpenters' threats to picket or take other economic action against the Employer if it refused to give new jobs to employees they represent and continued to assign the bulk of the work to employees represented by the Sign Painters.

In addition, when the Employer twice brought a few new employees represented by the Upholsterers and Carpenters to work at a showsite, the Sign Painters picketed these worksites, demanding that those individuals be removed and their jobs assigned instead to Sign Painters-represented employees. Thus, charges under Section 8(b)(4)(D) have been brought against all three competing Unions. The cases have been consolidated and are the basis for this dispute now before the Board for determination.

B. *The Work in Dispute*

The work in dispute is as follows: (1) installing, maintaining, and dismantling trade show and convention displays; (2) preparing, handling, maintaining, repairing, cleaning, crating, uncrating, loading, and inventorying employer-owned display materials at the Employer's warehouses; and (3) hauling materials to and from showsites in 1-1/2-ton or 12-foot trucks, when necessary. Work not in dispute includes freight transfer and handling performed by members of the Teamsters Union, sewing, signage, and carpet cleaning.[3]

C. *Applicability of the Statute*

In January 1988, after city of San Francisco officials prevailed on the Employer and the Sign Painters to take the matter to arbitration, they did so. Arbitrator Sam Kagel interpreted an alleged oral agreement dated from the early 1970s, between the now-deceased company president and the Sign Painters, and a subsequent settlement agreement in a AFL–CIO article XX proceeding, together with the collective-bargaining agreement to mean that the disputed work should be assigned to employees represented by the Sign Painters. According to this decision, Upholsterers- and Carpenters-represented employees would be gradually phased out through attrition and replaced by Sign Painters-represented employees.

On learning of that arbitrator's award thus purporting to grant the disputed work to employees represented by the Sign Painters on the retirement of the ''grandfathered'' Upholsterers- and Carpenters-represented employees, the Upholsterers, by letter dated May 20, 1988, threatened to take all available action, including selective strikes and picketing, in order to obtain the disputed work for employees it represents. The Carpenters made a similar threat by letter dated June 1, 1988. Finally, in November and December 1988, the Sign Painters picketed two worksites when new employees represented by the Upholsterers and Carpenters were brought to perform disputed work.

The Employer, the Upholsterers, the Carpenters, and the Sign Painters stipulate that there is reasonable cause to believe that Section 8(b)(4)(D) of the Act has been violated by virtue of the Upholsterers' and the Carpenters' letters and by the Sign Painters' actions.

The parties also stipulate that there is no agreed-upon voluntary method for resolution of this dispute.[4]

We find reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred and that there exists no agreed-upon method for voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly, we find that the dispute is properly before the Board for determination.

D. *Contentions of the Parties*

The Employer asserts that the disputed work should be awarded to an expanded number of permanent employees represented by the Upholsterers and the Carpenters, with the possibility reserved that additional, temporary job lines may be filled by employees from a hiring hall—perhaps, but not preferably, the Sign Painters'—on an ''as-needed'' basis. The Employer argues that its preference is based on the collective-bargaining agreements, relative skills, and economy and efficiency of operations. In addition, the Employer contends that its asserted preference alone should carry significant weight in the determination.

The Upholsterers contends that the employees it represents are entitled to perform the disputed work because of its collective-bargaining agreement, economy and efficiency of operations, employer preference, and because, it argues, their relative skills surpass those of Sign Painters-represented employees. The Upholsterers does not object to sharing the disputed work with employees represented by the Carpenters.

The Carpenters contends that the employees it represents should be allowed to share the disputed work with employees represented by the Upholsterers, based on the same considerations cited by the Upholsterers.[5]

The Sign Painters contends that the work in dispute should be awarded to employees it represents because

[3] The parties that filed briefs did not stipulate to a description of the work in dispute. Instead, each separately described the work in question. The hearing officer provided a detailed description of the work, relying on the parties' respective collective-bargaining agreements. The disputed work enumerated above represents a composite of the parties' separately stated descriptions and the record here.

[4] In the final days of the hearing, the Sign Painters sought to withdraw from the stipulation. Its motion to void the stipulation was denied and was not renewed.

[5] The Carpenters' involvement in the hearing was limited. The Union did not present any evidence concerning its contention, relying simply on the argument of its attorney.

of its collective-bargaining agreement (including the 1988 Kagel award interpreting that agreement and the alleged oral agreement struck in the early 1970s between the late owner of the Employer's predecessor company and the Sign Painters' business representative), employer past practice, area and industry practice, economy and efficiency of operations, and job impact. The Sign Painters also contends that employees it represents are qualified to perform the work.

E. *Merits of the Dispute*

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in each particular case. *Machinists Lodge 1743 (J. A. Jones Construction)*, 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of this dispute.

1. Certification and collective-bargaining agreements

There is no evidence that the Board has certified any of the three Unions as the exclusive collective-bargaining representative of the Employer's employees. The relevant portion of the Upholsterers' collective-bargaining agreement, effective April 1, 1986, through March 31, 1990, states that its members shall perform ''[a]ll work of installation, cutting, assembling and sewing of all awnings, canvas, plastic, fiberglass, metal and wood, canopies, aisle strips, fabric floor coverings and carpet, canvas decks, enclosure walls, golf nets, sails, tents, street bunting and flag decorations, and all other canvas work of all types, as well as the installation of any or all of the aforesaid material in halls, theaters, buildings or other places, including erection, servicing, dismantling of exposition displays and standard booth equipment and furnishings . . . .''

The Carpenters' ''master agreement'' effective from January 1, 1986, through June 15, 1989, describes the work it covers as, ''[a]ll carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.''

Finally, the Sign Painters' collective-bargaining agreement, effective April 1, 1986, through March 31, 1989, describes the work over which it claims ''sole jurisdiction'' as follows: ''(1) the installation and removal of all exhibits (floor-to-ceiling) and related materials in connection with trade shows and conventions, including but not limited to; (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials; (c) uncrating, assembly, installation, removal, disassembly, and recrating of all commercial exhibits; and (2) driving of trucks of a maximum capacity of one and one-half tons in the delivery and/or installation and/or removal of the above work.'' The agreement continues, ''[t]he Union shall also have sole jurisdiction over the . . . construction, preparation, erection, and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays, and . . . pattern and sketch making, scale model making, the preparation of training aids and mockups and the application of plastic scotchlite, and similar reflective materials.''

While the three collective-bargaining agreements differ in the depth of their detail and in the emphasis each gives to the craft in which the Union specializes, we find that each collective-bargaining agreement arguably covers the work in question. Accordingly, we find that the factor of collective-bargaining agreements does not favor an award of the disputed work to employees represented by any one of the three Unions.[6]

2. Employer preference, past practice, and current assignment[7]

As described above, the disputed work on the show floor and in the warehouse usually is performed by a mixed team that includes some of the seven permanent employees represented by the Upholsterers and Carpenters, the ''god squad'' of Sign Painters, and, on the show floor only, a variable number of day workers from the Sign Painters' hiring hall. The Sign Painters argues that this past and current practice of the Employer, by which the disputed work is assigned predominantly to employees it represents, should be continued because it alone of the three Unions involved here has access to the required number of workers through its hiring hall. It further argues that the agreement phasing out positions assigned to the Upholsterers and Carpenters should be enforced, eventually resulting in the exclusive assignment of the work to employees it represents.

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[6] Because this factor does not tend to favor one group of employees over another, we need not recount here additional aspects of the parties' collective-bargaining relationships, such as the effect of the Kagel award described above.

[7] The Upholsterers and the Employer urge in their briefs that the Employer's current and recent practice of employing Sign Painters for most of the disputed work be discounted as being an unreliable factor, because, they allege, the Employer's continued employment of these workers was prompted by Sign Painter coercion.

We note that the Employer has filed 8(b)(4)(D) charges against all three Unions, and that we must limit our consideration to the events leading to those charges. If we were to take earlier actions into consideration, we would nonetheless find in the record evidence that the Employer's heavy dependence on Sign Painters-represented employees is longstanding and enshrined in negotiated collective-bargaining agreements.

Through testimony at the hearing and in its brief, the Employer expressed its preference to remove the work in dispute from mixed crews dominated in number by Sign Painters-represented employees and to assign it instead to an enlarged permanent crew made up of employees represented by the Upholsterers and Carpenters. This transfer of work would require the Employer to hire new employees represented by the Upholsterers and Carpenters to take the places of the ''god squad's'' members. In addition, because of the differing personnel needs associated with the varying size of events, the Employer stated that it also would continue to require a pool of ready labor; the Employer's stated preference would be to obtain those employees also from the Upholsterers, if that Union could set up a hiring hall system for this purpose. The Employer did state, however, that it might entertain the possibility of continuing to obtain some of its casual work force from the Sign Painters' hiring hall. Thus, a reassignment of the disputed work according to the Employer's stated preference would require the Upholsterers and Carpenters to provide the additional workers who were not shown to be currently available for referral by them. The Upholsterers urges that the Employer's stated preference be given significant weight in the determination.

The Board accords considerable, but not controlling, weight to an employer's preference for assignment of disputed work. Here, however, the Employer's preference is at odds not only with its long-established practice, but also with its current assignment. In these circumstances, we recognize the Employer's preference that the work in dispute be awarded to employees represented by the Upholsterers and Carpenters, but we find also that the Employer's past practice and current assignment favors continuing the assignment of the work to a mixed crew consisting of employees represented by the Sign Painters and those employees represented by the Upholsterers and Carpenters at the close of the record.[8]

3. Area and industry practice

Uncontradicted testimony reveals that the Employer performs approximately 70 percent of the trade show work in the Bay area. Most of that work, as discussed above, is performed by employees represented by the Sign Painters. In addition, most of the remaining 30 percent of the area trade show installation work is performed by companies operating under an industry wide area collective-bargaining agreement negotiated exclusively with the Sign Painters. Thus, in the San Francisco Bay area, workers represented by the Sign Painters do most of the type of work here in dispute.

No decisive evidence was adduced at the hearing about industry practice. There was no evidence offered to show that any one of the three contending Unions has a disproportionately large share of the trade show work in the major cities. Accordingly, we find that, while industry practice is not helpful in determining the dispute, area practice favors the employees represented by the Sign Painters.

4. Relative skills

The Upholsterers contends that the intensive and comprehensive 4000-hour apprenticeship program by which its members are trained results in workers with higher skill levels than those represented by the Sign Painters. The Sign Painters' apprenticeship is much shorter: 500 hours. Sign Painters apprentices are placed in one of three tiers according to their hours of experience in trade show installation and dismantling and related duties. The most experienced of the three groups (''A'' list members) consists of journeymen who have completed the requisite 500 hours of such labor. The Upholsterers' argues that because that amount of time is so short compared to the years of training its members receive, its program produces craftworkers of greater skill than does the Sign Painters' program.

The record reflects that under the current system, the Employer is permitted to call 25 persons by name from the Sign Painters' ''A'' list—those with 500 hours or more of trade show experience. No evidence was presented to show a difference in the relative trade show skills of the Sign Painters' ''god squad'' compared to employees represented by the Upholsterers or Carpenters. The evidence does show, however, that the majority of each work crew on a show of any size consists of persons with lower skill levels because they are called in on an ''as-needed'' basis from the Sign Painters' hiring hall. (They are members of the Sign Painters' less experienced ''B'' and ''C'' lists.)

The record further shows that the skill level of these members of the fluctuating labor pool is not critically important because there are more experienced employees from all three Unions available to instruct them and oversee their efforts. Among these various groups of employees, the principal distinction is not among the three different Unions, but between experienced trade show hands (affiliated with all three Unions) and the ''casuals'' whose level of experience and skill spans a wide spectrum.

In sum, the record shows that persons with more experience, regardless of their union affiliation, better perform the tasks involved with the disputed work and further that it is not necessary that all employees be highly trained. Accordingly, we find that the factor of relative skills does not favor an award of the disputed work to employees represented by any one of the three Unions.

[8] We note that on the record here the Employer's preference is neither explained nor supported by other factors that favor an exclusive award to employees represented by the Upholsterers and Carpenters.

5. Economy and efficiency

The principal contention advanced by the Upholsterers and the Employer is that efficiency of operations will be enhanced by having a so-called ''permanent'' crew of workers who pack and ship the display materials to the showsite, then unpack and install them, then finally repack and transport them back to the warehouse. In this way, a chain of custody can be maintained in the hands of the same individuals. In the hearing, witnesses for the Upholsterers referred to this concept as working ''the Greyhound way.''[9]

An Upholsterers' witness testified at the hearing that he knows of only two Upholsterers journeymen, himself included, who do trade show installation at this time in the San Francisco area. Both are full-time regular employees of the Employer. In order for the Upholsterers and the Carpenters to meet the Employer's labor pool requirements, the Upholsterers' brief acknowledges they would have to recruit enough new, qualified members to absorb the work performed by the 20–25 member core group as well as providing the reserve of casual labor. There is nothing in the record to suggest how these two Unions would achieve these goals.

By contrast, the record shows that the Sign Painters has been providing the necessary personnel on a regular basis, and that it has been the Employer's practice to rely heavily on Sign Painters-represented employees through the years. The Sign Painters asserts that, because workers it represents have been performing the vast bulk of the work for many years, including during the period of the Employer's most rapid growth, continued use of its members in the same fashion enhances economy and efficiency.

There was substantial testimony that an arrangement similar to the Employer's current practice is more conducive to the type of work involved here than a system using a large contingent of permanent employees—who at times may be idle—would be. Moreover, no evidence was presented to show that the current arrangement, by which employees represented by the Sign Painters perform the bulk of the work, has resulted in an inefficient or uneconomical enterprise. Accordingly, we find that the factor of economy and efficiency favors continuing the Employer's current assignment of the work to a mixed crew of employees represented by the Sign Painters and those employees represented by the Upholsterers and Carpenters at the close of the record.

6. Job impact

A trade show job performed by the Employer may employ a crew of from only a few to several hundred persons. Under the Employer's current practice, most of these workers are hired from the Sign Painters' hiring hall. The others are permanent employees represented by the Upholsterers and Carpenters. As noted above, the Employer handles approximately 70 percent of the trade show work in the Bay area. If the disputed work here were to be reassigned exclusively to Upholsterers and Carpenters, therefore, the potential loss of jobs currently performed by employees represented by the Sign Painters would be in the dozens, if not hundreds. In addition, if the Employer were to replace the members of the Sign Painters' ''god squad'' with newly hired employees represented by the Upholsterers and Carpenters, but to continue to call casual labor from the Sign Painters' hiring hall, there would be considerable negative job impact on Sign Painters-represented employees.

On the other hand, an award continuing the Employer's practice of assigning the disputed work to the employees now represented by the Upholsterers and Carpenters and to workers called from the Sign Painters' hiring hall would not produce an adverse impact on the jobs of any current employees. Accordingly, we find that the factor of job impact favors an assignment consistent with the Employer's current practice of using a mixed crew consisting of employees represented by the Sign Painters and the seven employees represented by the Upholsterers and Carpenters.[10]

Conclusions

After considering all the relevant factors, we conclude that a mixed crew is entitled to perform the work in dispute. Cf. *Mine Workers District 12 (Codell Construction Co.)*, 235 NLRB 1134 (1978). The employees in the mixed crew shall be apportioned in accord with the practice in existence at the time the record in this case was closed, i.e., the crew shall consist of four employees represented by the Upholsterers and three represented by the Carpenters, with the remainder to be

[9] In *Leather Goods Workers Local 349 (Freeman Decorating)*, 281 NLRB 709 (1986), the Board awarded the work in question to the employees represented by the Display Workers based in part on a similar argument. In that case, employees represented by the International Alliance of Theatrical Stage Employees (IATSE) were called from a hiring hall, while those represented by the Display Workers were permanent employees who performed warehouse work as well as work on the show floor. The Board found persuasive the Display Workers' assertion that economy and efficiency were enhanced by continuity of handling and upkeep of the materials by the same group of permanent employees in the warehouse and on the show floor.

Several facts distinguish *Freeman Decorating* from the instant case, however. First, unlike the present case, because there was no ''god squad'' of IATSE-represented employees, there was a meaningful difference in the collective levels of skills and experience between the two groups. In fact, the evidence showed that the work of the IATSE group was unsatisfactory. Also unlike this case, no IATSE-represented employees worked regularly in the warehouse. In addition, the Display Workers-represented employees had performed the disputed work in the past with only a few exceptions. Finally, the Display Workers had the complement of workers necessary to do the job in almost all cases. As the Board pointed out in *Freeman*, to have awarded the work to IATSE-represented employees would have required laying off 50 employees represented by the Display Workers and hiring a number of IATSE-represented employees. Thus, such a reassignment of work would have had implications for job impact as well as economy and efficiency. See fn. 10 below.

[10] Member Cracraft does not rely on this factor in concluding that the work should be assigned in accordance with the award described below.

employees represented by the Sign Painters. We reach this conclusion relying on employer past practice and current assignment, economy and efficiency, area practice, and job impact.[11] In making this determination, we are awarding the work to employees represented by the Sign Painters, Upholsterers, and Carpenters, as limited above, not to the Unions or their members. The determination is limited to the controversy that gave rise to this proceeding.

DETERMINATION OF DISPUTE

The National Labor Relations Board makes the following Determination of Dispute.

A mixed crew of employees of Greyhound Exhibition Services, Inc. represented by Sign, Display and Allied Crafts Local Union No. 510, International Brotherhood of Painters and Allied Trades, AFL–CIO; by the Upholstery Division Local 3-U, United Steelworkers of America, AFL–CIO; by the Bay Counties District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO; and the Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, respectively, are entitled to install, maintain, and dismantle trade shows; to prepare, handle, repair, clean, crate, uncrate, load, and inventory display materials at the Employer's warehouses; and to haul show materials to and from showsites in 1-1/2-ton or 12-foot trucks, when necessary. The employees in the mixed crew shall consist of four employees represented by the Upholsterers and three represented by the Carpenters, with the remainder to be employees represented by the Sign Painters. Employees represented by the Upholsterers and Carpenters who perform the disputed work are entitled to work as permanent employees, in keeping with the Employer's past practice.

Within 10 days from this date, Sign, Display and Allied Crafts Local Union No. 510, International Brotherhood of Painters and Allied Trades, AFL–CIO; Upholstery Division Local No. 3-U, United Steelworkers of America, AFL–CIO; Bay Counties District Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, AFL–CIO; and Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, AFL–CIO shall notify the Regional Director of Region 20 in writing whether they shall refrain from forcing the Employer, by means proscribed by Section 8(b)(4)(D), to assign the disputed work in a manner inconsistent with this determination.

[11] See fn. 10 above.

We note that this case is also distinguishable from *Stage Employees IATSE Local 41 (Greyhound Exhibitgroup)*, 270 NLRB 369 (1984). In that case, as in *Freeman Decorating*, the Board awarded the work to the group of employees, represented by the Carpenters, who had argued that such an assignment would enable them to make repairs on the materials in the shop and then maintain control over the same items while installing them on the show floor. Since the other employees, represented by IATSE, were not regularly employed by the employer and did not do in-shop work, the Board again found that economy and efficiency were aided by assignment of the work to the Carpenters-represented employees.

As with *Freeman Decorating*, however, several other aspects of *Greyhound Exhibitgroup* differ from the present case. In *Greyhound Exhibitgroup*, there again was no ''god squad'' type of arrangement with the IATSE-represented employees. Further, no evidence was presented concerning job impact and that factor therefore was not considered in the determination. In addition, the past practice had varied and thus that factor did not favor one group over the other. Area practice favored IATSE. Finally, only the Carpenters had a currently effective collective-bargaining agreement with the Employer.